Leinart Law Firm

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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

In re:	Curtis Dwayne Gamble	xxx-xx-6630	§	Case No:	19-42682-elm-13
	512 Oriel Circle Crowley, TX 76036		§ 8	Date:	7/29/2019
	, ,		§	Chapter 13	3
			§		

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

DISCLOSURES

$\overline{\mathbf{V}}$	This Plan does not contain any Nonstandard Provisions.
	This Plan contains Nonstandard Provisions listed in Section III.
abla	This Plan does not limit the amount of a secured claim based on a valuation of the Collateral for the claim.
	This <i>Plan</i> does limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim.
This	Plan does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

\$0.00

 Plan Payment:
 \$430.00
 Value of Non-exempt property per § 1325(a)(4):
 \$6

 Plan Term:
 60 months
 Monthly Disposable Income per § 1325(b)(2):
 \$0.00

 Plan Base:
 \$25,800.00
 Monthly Disposable Income x ACP ("UCP"):
 \$0.00

Applicable Commitment Period: 36 months

Case No: 19-42682-elm-13
Debtor(s): Curtis Dwayne Gamble

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

		FOF	RM REVISED 7/1/17			
A.	PL	AN PAYMENTS:				
		Debtor(s) propose(s) to pay to the Trustee the su	m of:			
		\$430.00 per month, months1 to	<u>60 </u>			
		For a total of (estimated "Bas	se Amount").			
		First payment is due				
		The applicable commitment period ("ACP") is3	months.			
		Monthly Disposable Income ("DI") calculated by L	Debtor(s) per § 1325(b)(2) is:	\$0.00	
		The Unsecured Creditors' Pool ("UCP"), which is \$0.00	DI x ACP, as estimate	ed by the De	ebtor(s), shall be no less tha	an:
		Debtor's(s') equity in non-exempt property, as est	timated by <i>Debtor(s)</i> p	er § 1325(a	a)(4), shall be no less than:	
В.	ST	ATUTORY, ADMINISTRATIVE AND DSO CLAIMS	S:			
	1.	<u>CLERK'S FILING FEE:</u> Total filing fees paid throprior to disbursements to any other creditor.	ough the <i>Plan</i> , if any,	are \$	and shall be pa	aid in full
	2.	STATUTORY TRUSTEE'S PERCENTAGE FEE(• • • • • • • • • • • • • • • • • • • •	<u>-</u>
		noticing fees shall be paid first out of each receipt amended) and 28 U.S.C. § 586(e)(1) and (2).	t as provided in Gener	al Order 20	17-01 (as it may be supers	eded or
	3.	DOMESTIC SUPPORT OBLIGATIONS: The De Obligation directly to the DSO claimant. Pre-petit			· · · · · · · · · · · · · · · · · · ·	
		the following monthly payments:		J . J	,	
		DOG OLABANTO	OOLIED AMOUNT	0/	TEDM (ADDDO)/(MATE)	TDE ATMENT
		DSO CLAIMANTS	SCHED. AMOUNT	<u>%</u>	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT \$ PER MO.
_	ΔΤ'	TORNEY FEES: To Leinart Law F	irm to	ital: \$3	,700.00 :	
O.	<u> </u>		isbursed by the <i>Truste</i>		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	

D.(1)	PRE-PETITION MORTGAGE ARREARAGE:
-------	----------------------------------

MORTGAGEE	SCHED.	DATE	%	TERM (APPROXIMATE)	TREATMENT
	ARR. AMT	ARR. THROUGH		(MONTHS TO)	

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS	CURRENT POST-	FIRST CONDUIT
	PAID BY TRUSTEE	PETITION MORTGAGE	PAYMENT DUE DATE
		PAYMENT AMOUNT	(MM-DD-YY)

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL	DUE DATE(S)	%	TERM (APPROXIMATE)	TREATMENT
	AMT.	(MM-DD-YY)		(MONTHS TO)	

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

	CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT Per Mo.
В.				•		
	CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

			•	
COLLATERAL				Pro-rata
CREDITOR /	SCHED. AMT.	%		TREATMENT
В.	,		•	
COLLATERAL			(MONTHS TO)	Per Mo.
CREDITOR /	SCHED. AMT.	%	TERM (APPROXIMATE)	TREATMENT
A.			1	

Santander Consumer USA \$17,000.00 5.00% Pro-Rat

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

Silverleaf/orange Lake Timeshare	\$37,245.00	\$37,245.00	Surrender
COLLATERAL			
CREDITOR /	SCHED. AMT.	VALUE	TREATMENT

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Debtor(s): Curtis Dwayne Gamble

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the Debtor(s).

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATE	SCHED. AMT.	
H. PRIORITY CREDITORS OTHER THAN DOMESTIC S	SUPPORT OBLIGATIONS:		
CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
I. SPECIAL CLASS:	•		
CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
JUSTIFICATION:	•		

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Aarons Sales & Lease	\$0.00	
Acclaim Physicians Group	\$387.00	
Accounts Receivable Managment	\$317.61	
Ad Astra Recovery	\$2,185.00	
Alliance One	\$146.00	

Alltran Financial LP	\$0.00
Alltran Health Inc	\$570.54
Ambit Energy	\$0.00
AMH 2014-1 Borrower, LLC	\$0.00
Banfield Pet Hospital	\$0.00
Baylor Scott& White Health	\$0.00
BECU	\$0.00
BECU	\$0.00
Brident Dental	\$2,249.50
Brident Dental	\$1,474.50
Cash Factory	\$1,000.00
Cash Factory	\$1,000.00
Cash Store	\$2,100.00
Credit Collections Svc	\$227.00
Credit One Bank	\$0.00
Credit One Bank Na	\$0.00
Credit Protection Association	\$591.55
Credit Systems International, Inc	\$997.00
Dr. Tariq M Yunus, MD	\$1,600.00
First Federal Credit & Collections	\$89.00
Gexa Energy	\$0.00
IC Systems, Inc	\$388.00
Imran K Patel	\$92.33
Internal Revenue Service	\$13,508.74
Kinum	\$745.00
Kohls/Capital One	\$496.00
LVNV Funding/Resurgent Capital	\$729.00
Meridian Credit Solutions	\$0.00
Money Key	\$1,000.00
North American Credit Services	\$544.00
North American Credit Services	\$384.00
North American Credit Services	\$165.00
North Hollywood Billing Center	\$2,759.00
NTTA	\$100.00
Power Finance	\$1,000.00
Progressive Finance/Leasing	\$0.00
Progressive Insurance	\$0.00
Receivables Performance Mgmt	\$0.00
Reliable Credit Assc I	\$0.00
Rent-A-Center	\$0.00
Rotech Healthcare	\$256.78
Silver Cloud Financial	\$300.00
Speedy Cash	\$0.00
Stellar Recovery Inc	\$0.00 \$75.00
Summitactres	
Summitactres	\$72.00

Summitactres \$61.0 Tarrant Anesthesia \$0.0 Texas Department of Public Safety \$780.0 Texas Health Huguley Hospital \$0.0 Texas Health Physicians Group \$1,009.2 The Loan Smith \$1,100.0
Texas Department of Public Safety \$780.0 Texas Health Huguley Hospital \$0.0 Texas Health Physicians Group \$1,009.2
Texas Health Huguley Hospital \$0.0 Texas Health Physicians Group \$1,009.2
Texas Health Physicians Group \$1,009.2
•
The Loan Smith \$1,100.0
The Robinson Law Firm \$0.0
TXU/Texas Energy \$597.0
Verizon Wireless \$2,467.0
Zoca Loans \$600.0
TOTAL SCHEDULED UNSECURED: \$44,163.8

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is _______0%

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
American Homes 4 Rent	Assumed	\$0.00		
Rent-a-Center	Assumed	\$0.00		
Silverleaf/orange Lake	Rejected	\$0.00		-

SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan, Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

- 1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.
- 2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.
- 3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.
- 4th -- Attorney Fees in C, which must be designated to be paid pro-rata.
- 5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.
- 7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

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Debtor(s): Curtis Dwayne Gamble

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

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Case No: 19-42682-elm-13
Debtor(s): Curtis Dwayne Gamble

SECTION III NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the Plan contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Marcus Leinart Marcus Leinart, Debtor's(s') Attorney	Debtor (if unrepresented by an attorney)
Debtor's(s') Chapter 13 Plan (Containing a Motion for V	Valuation) is respectfully submitted.
/s/ Marcus Leinart	00794156

Dated: July 29, 2019

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the 29th day of July, 2019

/s/ Marcus Leinart

Marcus Leinart, Debtor's(s') Counsel

(List each party served, specifying the name and address of each party)

Aarons Sales & Lease Aarons Sales & Lease Aarons Sales & Lease xxxxx6084 xxxxx9950 xxxxx5521 309 E Paces Ferry Rd NE 309 E Paces Ferry Rd NE Attn: Bankruptcy Atlanta, GA 30305 Atlanta, GA 30305 309 E Paces Ferry Rd NE Atlanta, GA 30305 Aarons Sales & Lease Aarons Sales & Lease Aarons Sales & Lease xxxxx5899 xxxxx4542 xxxxx8994 309 E Paces Ferry Rd NE 309 E Paces Ferry Rd NE 309 E Paces Ferry Rd NE Atlanta, GA 30305 Atlanta, GA 30305 Atlanta, GA 30305 Aarons Sales & Lease Aarons Sales & Lease Acclaim Physicians Group xxxxx0386 xxxx2410 xxxxx3772 309 E Paces Ferry Rd NE 309 E Paces Ferry Rd NE PO Box 732973 Atlanta, GA 30305 Atlanta, GA 30305 Dallas, TX 75373 Aarons Sales & Lease Aarons Sales & Lease Accounts Receivable Managment xxxxx6137 xxxxxxx5281 xxxx6541 309 E Paces Ferry Rd NE 309 E Paces Ferry Rd NE 1806 33rd St. Atlanta, GA 30305 Atlanta, GA 30305 Orlando, FL 32839 Aarons Sales & Lease Aarons Sales & Lease

Aarons Sales & Lease xxxxx4994

xxxxx5897

309 E Paces Ferry Rd NE Atlanta, GA 30305

309 E Paces Ferry Rd NE

Atlanta, GA 30305

Aarons Sales & Lease xxxx3051 309 E Paces Ferry Rd NE

309 E Paces Ferry Rd NE

Atlanta, GA 30305

xxxxxxx5280

Atlanta, GA 30305

Alliance One xxxx3714 Attn: Bankruptcy PO Box 2449 Gig Harbor, WA 98335

Ad Astra Recovery

Wichita, KS 67205

7330 W 33rd St Ste 118

xxx3001

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Case No: 19-42682-elm-13 Debtor(s): Curtis Dwayne Gamble

Alltran Financial LP xxxx-xxxx-xxxx-5764 PO Box 722929

Houston, TX 77272-2929

BECU xxxxxx9773 Attn: Bankruptcy P O Box 97050 Seattle, WA 98124 Credit Protection Association xxxx6527

13355 Noel Rd. Dallas, TX 75240

Alltran Health Inc xxxx3555

200 14th Ave. East Sartell, MN 56377

Brident Dental xxx-xx6145

PO Box 1259 Oaks, PA 19456 Credit Systems International, Inc

xxxxx0128 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Ambit Energy xxxx6527

PO Box 864589 Plano, TX 75086

Brident Dental xxx-xx6145

PO Box 1259 Dept. 18882

Oaks, PA 19456

Curtis Dwayne Gamble 512 Oriel Circle Crowley, TX 76036

American Homes 4 Rent 801 E. Campbell Rd. Ste. 460

Richardson, TX 75081

Cash Factory

6965 S. Rainbow Blvd. Ste. 130 Las Vegas, NV 89118

Dr. Tariq M Yunus, MD 12001 South Fwy #201 Burleson, TX 76028

AMH 2014-1 Borrower, LLC

30601 Agoura Rd Agoura Hills, CA 91301 Cash Store

3206 Sycamore School Rd Fort Worth TX 76133

First Federal Credit & Collections xxxx2100

24700 Chagrin Blvd

Suite 205

Cleveland, OH 44122

Banfield Pet Hospital 8000 NE Tillamook P.O. Box 13998

Portland, OR 97213

Credit Collections Svc

xxxx3510 PO Box 773

Needham, MA 02494

Gexa Energy

Attn: Bankruptcy Dept. 20455 State Hwy 249 Ste 200

Houston, TX 77070

Baylor Scott& White Health **Baylor All Saints Medical Center** 2001 Bryan Street Suite 200

Dallas, TX 75201

Credit One Bank P O Box 98873

Las Vegas, NV 89193

IC Systems, Inc. xxxx8974

Attention: Bankruptcy PO Box 64378 St Paul, MN 55164

BECU xxxxxx7202

Attn: Bankruptcy P O Box 97050 Seattle, WA 98124 Credit One Bank Na xxxx-xxxx-xxxx-5764 PO Box 98873

Las Vegas, NV 89193

Imran K Patel 1445

6913 Camp Bowie Blvd. Fort Worth, TX 76116

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Case No: 19-42682-elm-13 Debtor(s): Curtis Dwayne Gamble

Internal Revenue Service

Centralized Insolvency Operations

PO Box 7346

Philadelphia, PA 19101-7346

North American Credit Services

xxxxxxx5794 PO Box 182221

Chattanooga, TN 37422

Rent-A-Center 5700 Tennyson Pkwy Plano, TX 75024

Kinum

xxxxxxxxxx0159 2133 Upton Dr

Virginia Beach, VA 23454

North Hollywood Billing Center

xxxxxxxxx-xxx-x1640 4605 Lankershim Blvd. North Hollywood, CA 91602 Rent-a-Center

1201 E Rendon Crowley Rd

Burleson, TX 76028

Kohls/Capital One xxxxxxxxxxxx1534

Kohls Credit PO Box 3043

Milwaukee, WI 53201

NTTA

PO Box 660244

Dallas, TX 75266-0244

Rotech Healthcare

xxx2198 PO Box 85001

Orlando, FL 32885-0001

LVNV Funding/Resurgent Capital

xxxxxxxxxxx5764 PO Box 10497 Greenville, SC 29603 Power Finance

9595 Six Points Dr. Ste 8210

Spring, TX 77380

Santander Consumer USA

xxxxxxxxxxxx1000 PO Box 961275 Fort Worth, TX 76161

Meridian Credit Solutions 6400 Canoga Ave West Hills, CA 91307

Progressive Finance/Leasing 11629 S 700 E St Ste 250 Draper, UT 84020

Silver Cloud Financial 635 E. Hwy. 20. C Upper Lake, CA 95485

Money Key

3422 Old Capitol Trail Ste. 1613

Wilmington, DE 19808

Progressive Insurance

PO Box 31260

Tampa, FL 33631

Silverleaf/orange Lake

xxxx7145

1201 Elm St Ste 4600 Dallas, TX 75270

North American Credit Services

xxxxxxx3924 PO Box 182221

Chattanooga, TN 37422

Receivables Performance Mgmt

xxxx9297 Attn: Bankruptcy PO Box 1548

Lynnwood, WA 98036

Silverleaf/orange Lake 1201 Elm St Ste 4600

Dallas, TX 75270

North American Credit Services

xxxxxxx0184 PO Box 182221

Chattanooga, TN 37422

Reliable Credit Assc I

xx8170

6815 196th St Sw Ste J Lynnwood, WA 98036

Speedy Cash SCIL Texas, Inc. 3527 N. Ridge Rd Wichita, KS 67205

Stellar Recovery Inc xxxx0055 Attn: Bankruptcy 4500 Salisbury Road Ste 105 Jackonville, FL 32216

The Robinson Law Firm 2704 Sherrill Park Ct. Richardson, TX 75082

Summitactres xxxxxxxxxx4676

Po Box 131 Champlin, MN 55316 Tim Truman

6851 N.E. Loop 820, Ste 310 N. Richland Hills, TX 76180-6608

Summitactres xxxxxxxxxxxx3858 Po Box 131 Champlin, MN 55316

TXU/Texas Energy xxxxxxxxxxxx5699 TXU/Bankruptcy PO Box 650393 Dallas, TX 75265

Tarrant Anesthesia c/o Larry Taylor 3616 Alta Mesa Blvd.

Ste. 103

Ft. Worth, TX 76133

Verizon Wireless xxxxxxxxx0001

Attn: Verizon Wireless Bankruptcy

Admini

500 Technology Dr, Ste 550 Weldon Spring, MO 63304

Texas Department of Public Safety

PO Box 16733

Austin, TX 78761-6733

Zoca Loans

c/o Rosebud Lending LZO

PO Box 1147

24565 Research Park Dr. Mission, SD 57555

Texas Health Huguley Hospital PO Box 1965 Southgate, MI 48195-0965

Texas Health Physicians Group xxxxx0516 P.O. Box 733509 Dallas, TX 75373

The Loan Smith 621 Medicine Way Ukiah, CA 95482 **Leinart Law Firm**

11520 N. Central Expressway

Suite 212

Dallas, Texas 75243

Bar Number: 00794156 Phone: (469) 232-3328

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Revised 10/1/2016 §

IN RE: Curtis Dwayne Gamble

xxx-xx-6630

CASE NO: 19-42682-elm-13

512 Oriel Circle Crowley, TX 76036 § §

§ §

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: 7/29/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount \$43		\$430.00
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$42.50	\$43.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$79.80	\$0.00
Subtotal Expenses/Fees	\$127.30	\$43.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$302.70	\$387.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Santander Consumer USA	2016 Dodge Journey	\$17,000.00	\$21,000.00	1.25%	\$262.50

Total Adequate Protection Payments for Creditors Secured by Vehicles:

\$262.50

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

			Scheduled	Value of	
Name	Collateral	Start Date	Amount	Collateral	Payment Amount

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$0.00

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

				Adequate	Adequate
		Scheduled	Value of	Protection	Protection
Name	Collateral	Amount	Collateral	Percentage	Payment Amount
	-				

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:

\$0.00

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$262.50
Debtor's Attorney, per mo:	\$40.20
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$262.50
Debtor's Attorney, per mo:	\$124.50
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 7/29/2019	
/s/ Marcus Leinart	
Attorney for Debtor(s)	

IN RE: Curtis Dwayne Gamble CASE NO. 19-42682-elm-13

CHAPTER 13

Cash Store

3206 Sycamore School Rd

Fort Worth TX 76133

Certificate of Service

I hereby certify that on this date, I did serve a true and correct copy of the foregoing to the following interested parties and those listed on the attached matrix by United States Mail, First Class:

Date: 7/29/2019 /s/ Marcus Leinart **Marcus Leinart** Attorney for the Debtor(s) Aarons Sales & Lease Alltran Financial LP Baylor Scott& White Health 309 E Paces Ferry Rd NE PO Box 722929 Baylor All Saints Medical Center 2001 Bryan Street Suite 200 Atlanta, GA 30305 Houston, TX 77272-2929 Dallas, TX 75201 Aarons Sales & Lease Alltran Health Inc **BECU** Attn: Bankruptcy 200 14th Ave. East Attn: Bankruptcy 309 E Paces Ferry Rd NE Sartell, MN 56377 P O Box 97050 Atlanta, GA 30305 Seattle, WA 98124 Ambit Energy Acclaim Physicians Group **Brident Dental** PO Box 732973 PO Box 864589 PO Box 1259 Dallas, TX 75373 Plano, TX 75086 Oaks, PA 19456 Accounts Receivable Managment American Homes 4 Rent **Brident Dental** 1806 33rd St. 801 E. Campbell Rd. Ste. 460 PO Box 1259 Dept. 18882 Orlando, FL 32839 Richardson, TX 75081 Oaks, PA 19456 AMH 2014-1 Borrower, LLC Ad Astra Recovery Cash Factory 7330 W 33rd St Ste 118 30601 Agoura Rd 6965 S. Rainbow Blvd. Ste. 130 Las Vegas, NV 89118 Agoura Hills, CA 91301 Wichita, KS 67205

Banfield Pet Hospital

8000 NE Tillamook

Portland, OR 97213

P.O. Box 13998

Alliance One

PO Box 2449

Attn: Bankruptcy

Gig Harbor, WA 98335

IN RE: Curtis Dwayne Gamble CASE NO. 19-42682-elm-13

CHAPTER 13

Certificate of Service

(Continuation Sheet #1)

Credit Collections Svc First Federal Credit & Collections Leinart Law Firm

PO Box 773 24700 Chagrin Blvd 11520 N. Central Expressway

Needham, MA 02494 Suite 205 Suite 212

Cleveland, OH 44122 Dallas, Texas 75243

Credit One Bank Gexa Energy LVNV Funding/Resurgent Capital

P O Box 98873 Attn: Bankruptcy Dept. PO Box 10497
Las Vegas, NV 89193 20455 State Hwy 249 Ste 200 Greenville, SC 29603

Houston, TX 77070

Credit One Bank Na IC Systems, Inc Meridian Credit Solutions

PO Box 98873 Attention: Bankruptcy 6400 Canoga Ave
Las Vegas, NV 89193 PO Box 64378 West Hills, CA 91307
St Paul, MN 55164

Credit Protection Association Imran K Patel Money Key

13355 Noel Rd. 6913 Camp Bowie Blvd. 3422 Old Capitol Trail Ste. 1613

Dallas, TX 75240 Fort Worth, TX 76116 Wilmington, DE 19808

Credit Systems International, Inc Internal Revenue Service North American Credit Services

Attn: Bankruptcy Centralized Insolvency Operations PO Box 182221

PO Box 1088 PO Box 7346 Chattanooga, TN 37422

Arlington, TX 76004 Philadelphia, PA 19101-7346

Curtis Dwayne Gamble Kinum North Hollywood Billing Center

512 Oriel Circle 2133 Upton Dr 4605 Lankershim Blvd.
Crowley, TX 76036 Virginia Beach, VA 23454 North Hollywood, CA 91602

Dr. Tariq M Yunus, MD Kohls/Capital One NTTA
12001 South Fwy #201 Kohls Credit PO Box 660244

Milwaukee, WI 53201

Burleson, TX 76028 PO Box 3043 Dallas, TX 75266-0244

IN RE: Curtis Dwayne Gamble CASE NO. 19-42682-elm-13

CHAPTER 13

Certificate of Service

	Continuate of Convide	
(Continuation Sheet #2)		
Power Finance 9595 Six Points Dr. Ste 8210 Spring, TX 77380	Rotech Healthcare PO Box 85001 Orlando, FL 32885-0001	Tarrant Anesthesia c/o Larry Taylor 3616 Alta Mesa Blvd. Ste. 103 Ft. Worth, TX 76133
Progressive Finance/Leasing 11629 S 700 E St Ste 250 Draper, UT 84020	Santander Consumer USA PO Box 961275 Fort Worth, TX 76161	Texas Department of Public Safety PO Box 16733 Austin, TX 78761-6733
Progressive Insurance PO Box 31260 Tampa, FL 33631	Silver Cloud Financial 635 E. Hwy. 20. C Upper Lake, CA 95485	Texas Health Huguley Hospital PO Box 1965 Southgate, MI 48195-0965
Receivables Performance Mgmt Attn: Bankruptcy PO Box 1548 Lynnwood, WA 98036	Silverleaf/orange Lake 1201 Elm St Ste 4600 Dallas, TX 75270	Texas Health Physicians Group P.O. Box 733509 Dallas, TX 75373
Reliable Credit Assc I 6815 196th St Sw Ste J Lynnwood, WA 98036	Speedy Cash SCIL Texas, Inc. 3527 N. Ridge Rd Wichita, KS 67205	The Loan Smith 621 Medicine Way Ukiah, CA 95482
Rent-A-Center 5700 Tennyson Pkwy Plano, TX 75024	Stellar Recovery Inc Attn: Bankruptcy 4500 Salisbury Road Ste 105 Jackonville, FL 32216	The Robinson Law Firm 2704 Sherrill Park Ct. Richardson, TX 75082
Rent-a-Center 1201 E Rendon Crowley Rd Burleson, TX 76028	Summitactres Po Box 131 Champlin, MN 55316	Tim Truman 6851 N.E. Loop 820, Ste 310 N. Richland Hills, TX 76180-6608

IN RE: Curtis Dwayne Gamble CASE NO. 19-42682-elm-13

CHAPTER 13

Certificate of Service

(Continuation Sheet #3)

TXU/Texas Energy TXU/Bankruptcy PO Box 650393 Dallas, TX 75265

United States Trustee- Northern District 1100 Commerce St, Rm 976 Dallas, TX 75242

Verizon Wireless Attn: Verizon Wireless Bankruptcy Admini 500 Technology Dr, Ste 550 Weldon Spring, MO 63304

Zoca Loans c/o Rosebud Lending LZO PO Box 1147 24565 Research Park Dr. Mission, SD 57555